

Portsmouth Paddle Battle Waiver of Liability*

Name of Paddle Battle Participant

Your e-mail

Your address

Your Phone

In consideration for participating in the Portsmouth Paddle Battle, I agree as follows:

- 1. I hereby acknowledge, appreciate and agree that the risk of injury from the activity of kayaking or SUP-ing in the Portsmouth Paddle Battle is significant including the potential for death and/or serious permanent injury including paralyses. I knowingly and freely assume all such risks both known and unknown and assume full responsibility for my participation in Paddle Battle.
- 2. I understand the nature of the activity and I am qualified and am in good health and in proper physical condition to participate in the activity.
- 3. I agree to participate wearing a helmet and personal flotation device. I realize that there may be other risks not known to me or not readily foreseeable, but I fully accept and assume all such risks whether or not identified above.
- 4. I understand that I may be photographed or videotaped during the event, and I give permission to The Friends of the Portsmouth Naval Shipyard Museum Inc. and its assigns and licensees (including the City of Portsmouth) to use my photo for marketing and promotional purposes (including for marketing of the Paddle Battle, general tourism and other purposes).
- 5. I, for myself and on behalf of my heirs, assigns, executors, estate trustees, personal representatives and next-of-kin hereby release, indemnify and hold harmless The Friends of the Portsmouth Naval Shipyard Museum Inc., the City of Portsmouth, the Paddle Battle officers, officials and volunteers, and their respective employees, officers, directors, members and officials, and their respective heirs, successors and assigns (collectively, the "Released Parties") from any and all personal injury, death, disability, property damage and other loss or injury to (or involving) myself and arising in any manner from or in connection with my participation in Paddle Battle, including, but not limited to, if arising from the negligence of the Released Parties, and I agree that this Waiver includes any claim made by any third party in connection with any negligence or misconduct on my part. This Waiver extends to all claims of every kind or nature whatsoever.
- 6. I have read the foregoing Waiver fully. By signing below, I understand its terms, understand that I have given up substantial rights and signed it freely and voluntarily without inducement.

Signature (Sign and Print Name)

Date

- Put a check here If you are a parent/guardian signing for a minor child participant, in which case your signature confirms that you are signing for yourself and your minor.
- * To be executed again at Check-in although paper execution not required to be binding.